

**REPORT/RECOMMENDATION TOTHE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY, CALIFORNIA
AND RECORD OF ACTION**

August 26, 1997

FROM: RICHARD W. SEWELL, Fire Chief/Fire Warden
County Service Area 70, San Bernardino County Consolidated Fire District

**SUBJECT: AGREEMENT BETWEEN THE CITY OF REDLANDS AND COUNTY SERVICE
AREA 70, SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT –
HOUSEHOLD HAZARDOUS WASTE COLLECTION PROGRAM**

RECOMMENDATION: Acting as the governing body of County Service Area 70, San Bernardino County Consolidated Fire District (County Fire), approve Agreement No. 97-719, with the City of Redlands, for participation in the County's Household Hazardous Waste Collection Program.

BACKGROUND INFORMATION: The California Public Resources Code requires cities and counties to prepare a Household Hazardous Waste Collection Program for the safe collection, recycling, treatment and disposal of hazardous waste which are generated by households in the city or county and which should be separated from the solid waste stream.

The County of San Bernardino and each of the cities in the county have developed a countywide cooperative program for the management of household hazardous waste.

The existing Household Hazardous Waste Collection Program operated by County Fire is responsible for the safe management of hazardous waste. The city desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in the event of fire.

REVIEW BY OTHERS: This action has been reviewed by County Counsel (Susan L. Nash) and Contract Compliance (Jim Iken).

FINANCIAL IMPACT: Revenue of \$50,270, which has been reduced by a \$10,000 credit for operation of a county collection center, is included in the fiscal year 1997-98 budget and will provide funding for a portion of the Household Hazardous Waste Collection Program.

SUPERVISORIAL DISTRICT(S): Third

PRESENTER: RICHARD W. SEWELL

cc: Consolidated Fire w/agreement
Contractor w/agreement
c/o Consolidated Fire
Auditor/Controller-Recorder
Contract Compliance
Risk Management
CAO
File

ch

Action of the Board of Supervisors
AGREEMENT NO. 97-719
APPROVED BOARD OF SUPERVISORS
COUNTY OF SAN BERNARDINO

MOTION	<u>MOVE</u>	<u>AYE</u>	<u>AYE</u>	<u>SECOND</u>	<u>AYE</u>
	1	2	3	4	5

EARLENE SPROAT, CLERK OF THE BOARD

BY _____

DATED : August 26, 1997

ITEM 047b



FOR COUNTY USE ONLY

E	☒	New	Vendor Code		Dept.	Contract Number	
M	☐	Change			SC	A 97-719	
X	☐	Cancel					
County Department County Service					Dept.	Orgn.	
Area 70, Consolidated Fire District					Contractor's License No.		
County Department Contract Representative					Ph. Ext.		Amount of Contract
Carolyn Gettman					387-5944		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number	
SKX	106	160		9800			
Commodity Code				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
Project Name							Amount
Household Hazardous							I/D
Waste Agmt. with							
Collection Center							

County of San Bernardino

F A S

STANDARD CONTRACT

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

CITY OF REDLANDS

Address P. O. Box 3005

hereinafter called CITY

REDLANDS CA 92373

Phone

Birth Date

798-7600

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**FOR CITIES WITH COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE
AGREEMENT**

IT IS HEREBY AGREED TO AS FOLLOWS:

This agreement is made and entered into between the San Bernardino County Service Area 70 Consolidated Fire District (CSA 70 CFD), hereinafter referred to as "County" and the City of Redlands hereinafter referred to as the "City".

RECITALS:

WHEREAS, the California Public Resources Code requires Cities and Counties to prepare a Household Hazardous Waste Element which identifies a program for the safe collection, recycling, treatment and disposal of hazardous wastes which are generated by households in the city or county and which should be separated from the solid waste stream; and,

WHEREAS, the County of San Bernardino and each of the Cities in the County have developed Household Hazardous Waste Elements (HHWE) which identify a county-wide cooperative program for the management of Household Hazardous Waste; and,

WHEREAS, the existing Household Hazardous Waste program operated by the County is consistent with the adopted HHWE; and,

WHEREAS, the County Fire Department, Division of Hazardous Materials, referred to as the "Division" is a division of the County responsible for the safe management of hazardous waste; and,

WHEREAS, the City desires for the protection, health and welfare of the public and its personnel, the removal of hazardous waste from homes so that such materials will pose no danger in event of fire.

NOW, THEREFORE, in consideration of mutual covenants and conditions the parties hereto agree as follows:

**WITNESSETH:
RESPONSIBILITIES AND DUTIES OF THE CITY**

1. The City agrees to allow the operation of a household hazardous waste collection center for the County at the following location: City of Redlands, City Yard, 500 Kansas St.
2. The City shall be responsible for maintenance of yard property and for the safety of persons and materials on this property. It shall not be necessary for the City to have a person present at all times on the site where the waste will be stored.
3. The City shall provide water service for OSHA required safety shower and eyewash.
4. The City shall provide restroom facilities including hand washing for use by County personnel during the hours the facility is occupied.
5. The City shall publicize to its residents the need to properly recycle, reduce, store, transport and dispose of Household Hazardous Waste and inform its residents of the availability of nearby Collection Centers for safe management of household hazardous waste.
6. Indemnification - County agrees to indemnify and hold harmless the City, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this agreement.

City agrees to indemnify and hold harmless the County, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the City's negligent acts or omissions which arise from the City's performance of its obligations under this agreement.

In the event the County and/or City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, the County and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or City attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the County and City agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

7. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the City shall secure and maintain throughout the contract the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation Insurance or a state-approved Self Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the City and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability Insurance or Self-Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies or self-insurance, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - City shall require the carriers or self-insurance of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage - City shall immediately furnish certificates of insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and City shall maintain such insurance from the time City commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the City shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. City agrees to execute any such amendment within thirty (30) days of receipt.

8. **Contract Compliance** - City agrees to comply with the provisions of the Affirmative Action Compliance Program of the County of San Bernardino and rules and regulations adopted pursuant thereto. Executive orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, and other applicable Federal, State and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Contract Compliance Officer of the County of San Bernardino at (909) 386-8689.

RESPONSIBILITIES AND DUTIES OF THE COUNTY

9. The Division acting as the generator shall assume responsibility for maintaining the necessary site permits and responsibility for the on-site management, transportation, recycling and disposal of the materials and waste collected at the site.
10. The Division will provide personnel to operate the facility.
11. The Division agrees to operate the facility every Saturday of the year excluding County Holidays.
12. The facility will be open to the public from 9:30 a.m. to 12:30 p.m. Division staff will be present from 8:30 a.m. to 1:30 p.m. preparing for opening and closing the facility and doing the post operation inspection.
13. All personnel provided by the Division will be trained to meet or exceed Cal OSHA requirements. The personnel will be covered by the County Illness Injury Prevention Program (IIPP).
14. The operations at the facility will be directed by the "The Satellite Facilities Operations Manual", which designates waste to be accepted, defines a categorization scheme for wastes anticipated, and specifies emergency procedures to be followed. This document is referenced in and required by the Permit by Rule authorization to operate which is issued by the California Environmental Protection Agency's Department of Toxic Substance Control.
15. The "Satellite Facilities Operations Manual" shall be consistent with or exceed all state and federal regulations applicable to Household Hazardous Waste facilities and will be amended as necessary.
16. Division personnel will label, categorize, and pack the wastes in accordance with Division requirements. The wastes will be stored in their original packaging (except used motor oil and used antifreeze) and placed in the provided approved containers inside the waste storage area located within the fenced area of the facility.
17. The Division shall provide a secure storage shed. The Division will also provide approved waste storage containers, meeting Department of Transportation specifications for the disposal of hazardous waste and sufficient absorbent materials for overpacking the waste containers. At the termination of this contract, all items provided by the Division shall belong to the Division, unless other written arrangements are made.

18. The Division shall provide a 24-hour emergency response capability to respond to the facility and mitigate any emergency that may arise at the facility as a result of operations.
19. The County shall either remove the wastes periodically or independently contract with a licensed hazardous waste hauler to remove the accumulated wastes, as needed, and to recycle or dispose of wastes at an approved facility.
20. The Division shall provide an annual report to the City which shall include the amounts and types of waste collected, participation by jurisdiction, and final disposition of the waste.
21. Indemnification - County agrees to indemnify and hold harmless the City, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the County's negligent acts or omissions which arise from the County's performance of its obligations under this agreement.

City agrees to indemnify and hold harmless the County, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from the City's negligent acts or omissions which arise from the City's performance of its obligations under this agreement.

In the event the County and/or the City is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, the County and/or City shall indemnify the other to the extent of its comparative fault.

Furthermore, if the County or City attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, the County and City agree that any alleged negligence of the employee shall not be construed against the employer of that employer.

22. Insurance - The County is a self-insured public entity. The County will provide a "Certificate of Self-Insurance" to the City.

CONSIDERATION

23. In consideration for the services provided, the City shall pay the County each quarter (July 15, October 15, January 15, and April 15), an amount calculated by the following equation: $A = 0.25 (P) (F) - (\$2,500) + (\$1,715)$ where

A = amount owed each quarter

P = the population of the City for that year as estimated by the State
California Department of Finance

F = \$0.80 adjusted July 1 each year, beginning July 1, 1997, using
the Consumer Price Index and 1996 as the base year and

0.25 provides the quarterly payment amount

\$6,860=dollar value of County staff services for annual operation of the facility

TERM AND TERMINATION

24. This agreement shall be effective July 1, 1997 and shall remain in effect through June 30, 2002 but may be renewed for specified periods, unless, otherwise terminated or amended.

25. Notwithstanding the foregoing, either party may terminate this contract at any time upon 90 days prior written notice to the other party.

COUNTY OF SAN BERNARDINO

Chairman, Board of Supervisors acting as the governing body for CSA 70

Dated AUG 26 1997

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____

Approved as to Legal Form _____ Reviewed as to Affirmative Action _____

County Counsel

Date 24 May 97

Date

5-15-97

CITY OF REDLANDS

(State if corporation, company, etc.)

By Swen Larson (Authorized Signature) Mayor

Dated August 5, 1997

Attest:

By Lorrie Poyzer City Clerk

Address 501 W. REDLANDS BLVD. / STE D
P. O. Box 3005
REDLANDS CA 92373

Reviewed for Processing

Agency Administrator/CAO

Date

5-15-97